

Definitions

In these Terms of Business the following definitions apply:

"**The Employment Agency**" means Swift Selection.

"**The Client**" means the person, firm or corporate body to whom the Candidate is introduced.

"**The Candidate**" means the person introduced by the Employment Agency to the Client for an engagement.

"**Engagement**" means the appointment of the Candidate at any time up to six months after the date of the last interview or initial introduction, whichever is the later, to perform services for or on behalf of the Client whether under a contract of service or for services.

"**Remuneration**" means the annual starting salary payable or receivable by the Candidate pursuant to the engagement.

Accepting these terms

These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the engagement of a candidate or the passing of any information about the candidate to any third party following an introduction. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

Introduction Fee

The fee payable by you to Swift for the introduction of a candidate who subsequently accepts an engagement is calculated as a percentage of the candidate's annual starting salary to be received in the first 12 months. An introduction Fee is still payable if the candidate is engaged in a position other than the one originally intended. No charge whatever is made to the candidate. All fees are subject to VAT

The fees vary according to salary and are as follows:-

Annual Gross Salary	Charge Rate
Up to £20,000	17.5%
£20,000 and over	19.5%

Swift may alter this scale from time to time and you will be advised in writing, prior to the commencement of any campaign.

All agreed interview traveling expenses and all agreed advertising costs in relation to the assignment will be charged to the client as and when they accrue. Any cancellation charges in relation to such expenses will be met by the Client. All such expenses and costs are payable within 14 days of the date of invoice.

Short Term Contracts

The fees for short term placements will be calculated as already outlined in the paragraph entitled Introduction Fee and apportioned pro-rata. The minimum fee for a short-term placement will be that applicable to a 6 month placement. Should the candidate remain with the company beyond the 6 month period then a further invoice will be raised for the balance of the Introduction Fee.

Payment Terms

You must notify Swift immediately you engage a candidate whom we have introduced. You must also inform us of the agreed salary details, including any guaranteed bonuses and benefits in kind. All invoices are presented for settlement within 14 days of their date. Should our invoice remain unpaid 14 days following its date then Swift is entitled to charge interest on overdue accounts at the rate of 2% per 28 days

Special Incentives

Swift can offer an exclusivity bonus comprising specially reduced fee charges to clients who use our services on a sole agency basis. A temporary to permanent incentive will be offered to a client who has engaged a temporary through Swift and who then converts that position to permanent employment.

Candidate Availability

Whilst we will always ensure that a candidate is genuinely interested in your vacancy, Swift does not guarantee that a candidate will accept any offer of employment.

Candidate Suitability

Swift Selection will make every reasonable effort to ensure that our candidates suit your requirements. It is up to you, however, to satisfy yourself as to the candidate's suitability and take up any references supplied by the candidate or Swift before the engagement starts. Neither Swift nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

Introduction to a Third Party

The introduction of a candidate by Swift is confidential. You must not, directly or indirectly, transfer a Swift candidate to any other person, firm or Company where they are subsequently engaged in a Permanent or Temporary position. If this happens you will have to pay Swift the full Introduction Fee for the engagement.

Refund or Replacement Fee

Should either you or the candidate terminate the engagement within 10 weeks of its commencement then you are entitled to a rebate except by way of redundancy. To qualify for this however, you must notify Swift in writing within 7 days of the termination, and you must have paid our Introduction Fee in accordance with the Payment Terms.

Refunds or rebates are calculated as follows:-

Termination of employment	Rebate
After less than 2 weeks	100%
Between 2 to 5 weeks	50%
Above 5 weeks to 10 weeks	20%

Where a rebate of 100% is returned, a minimum residual fee of £200 + VAT is payable as a part contribution towards administration costs.

If within 3 calendar months of the termination you, or any of your Company's subsidiary or associated Companies, re-engage the candidate the full introduction Fee will again become payable.

Liability for loss or damage

Under no circumstances is Swift Selection liable for loss, damage or expense suffered or incurred by you or any other person, firm or Company from the introduction or subsequent engagement of a candidate.